

Hallauer, Lori

From: Frassetto, Eugene <gene.frassetto@stoel.com>
Sent: Monday, August 15, 2016 1:56 PM
To: gregm@cdmgt.com; CorryM@cdmgt.com; les.lonning@gmail.com; TAdkins@mt.gov; Hoogerheide, Roger; Moores, Steven; lidewitt@mt.gov; TStoops@mt.gov
Cc: Hermann, Christopher; Zanto@sectitle.com; jfarve@qwestoffice.net; micheller@cdmgt.com; danal@cdmgt.com; Ellingson, Susan
Subject: RE: Idaho Pole Co. G160179 - Recording of Institutional Controls COPY OF RECORDED DOC
Attachments: 2554371.pdf

All, thanks to Brent Zanto and his team at Security Title, attached is a copy of the recorded restated and amended institutional controls showing the recording stamp and info. The document was recorded just before noon Bozeman time today. The photo exhibits/attachments do not resolve well in this copy (a bit dark) but everyone has more legible copies of those exhibits from the copy we sent around earlier when it was transmitted for recording.

Please let me know if there are any questions or if I can be of further assistance.

Thank you again to the folks at EPA and MDEQ (and the title company) for your consideration, patience and professionalism.

Gene Frassetto

Eugene A. Frassetto
 STOEL RIVES LLP | 760 SW Ninth Avenue, Suite 3000 | Portland, OR 97205
 Direct: (503) 294-9668 | Fax: (503) 220-2480
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From: Ellingson, Susan
Sent: Wednesday, August 10, 2016 3:03 PM
To: Zanto@sectitle.com
Cc: gregm@cdmgt.com; CorryM@cdmgt.com; les.lonning@gmail.com; Hermann, Christopher; TAdkins@mt.gov; Hoogerheide, Roger@epa.gov; Moores, Steven@epa.gov; lidewitt@mt.gov; TStoops@mt.gov; jfarve@qwestoffice.net; micheller@cdmgt.com; danal@cdmgt.com; Frassetto, Eugene
Subject: Idaho Pole Co. G160179 - Recording of Institutional Controls

Attached please find Eugene Frassetto's revised letter and the document to be recorded. We understand Idaho Pole Co. mailed the check for recording fees. The originals are being sent via UPS overnight.

Susan L. Ellingson | Temporary Practice Assistant to Barbara Craig, Eugene Frassetto, Chad Marriott and William Rodgers
 STOEL RIVES LLP | 760 SW Ninth Avenue, Suite 3000 | Portland, OR 97205
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~~After Recording Return To:~~

Idaho Pole Company

Attn.: Gregory D. McFarland

5501 Pacific Highway East, Suite 2

Fife, Washington 98424

RT:

Return To:

Security Title Company

P.O. Box 6550

Bozeman, MT 59771-6550

2554371

Page: 1 of 13 08/15/2016 11:25:40 AM Fee: \$101.00
Charlotte Mills - Gallatin County, MT MISC



Accommodation Recording Only

STC# G2016

RESTATED AND AMENDED
DECLARATION OF INSTITUTIONAL CONTROLS
ON REAL PROPERTY

THIS RESTATED AND AMENDED DECLARATION OF INSTITUTIONAL CONTROLS ON REAL PROPERTY (the "Institutional Controls") is made effective as of the date of recording hereof in the records of Gallatin County, Montana by Idaho Pole Company, a Washington Corporation ("Idaho Pole Company"), having an address of 5501 Pacific Highway East, Suite 2, Fife, Washington 98424.

RECITALS

WHEREAS, Idaho Pole Company is the owner of certain real property (the "Property") located in Gallatin County, Montana, hereinafter referred to as the "Property" (Attachment A) within which lies the Idaho Pole Superfund site ("Site") [EPA ID No MTD006232276] located near the northern limits of Bozeman, Montana, in the east half of Section 6 and the west half of Section 5, Township 2S Range 6E of Gallatin County as further defined by Site Legal Description (Attachment B);

WHEREAS, in the Record of Decision dated September 28, 1992 (the "ROD") and the May 21, 1996, and November 27, 1998, Explanations of Significant Differences (the "ESDs"), the Acting Regional Administrator for EPA Region VIII selected a Remedial Action for the Site which allows for dioxins, pentachlorophenol, and polycyclic aromatic hydrocarbons (PAHs) to be left on Site above levels that allow for unlimited use and unrestricted exposure providing these Institutional Controls are employed to minimize potential for human exposure, limit land/resource use, and/or protect the integrity of the remedy. "Remedial Action" shall mean the Remedial Action described in the Idaho Pole Superfund Site ROD and ESDs, including the "Work" pursuant to that certain Administrative Order for Remedial Design/Remedial Action for the Idaho Pole Company Site, EPA Docket No. CERCLA VIII-93-26 ("Order") issued by the EPA; and

WHEREAS, EPA and DEQ initially determined that, with implementation of the Notice of Institutional Controls on the "Property" recorded by Idaho Pole Company in the records of Gallatin County, Montana on September 13, 2010 at Document No. 2369872 ("NOIC"), all appropriate Remedial Action under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq. ("CERCLA"), other than five-year reviews and operation and maintenance, had been completed for the surface and unsaturated subsurface soils defined as the part of the subsurface

1

81233637.5 0019149-00007

between the land surface and the groundwater table on all the Property as described as shown on Attachment A. The Property and Site described in these Institutional Controls is the same Property and Site described in Attachments A and B to the NOIC, except that the NOIC contained typographical errors that identified the Township as 25 in Attachment B. The correct Township references in Attachment B should have been (and were intended to be) Township 2 South.

WHEREAS, EPA and DEQ have determined that contaminated soil excavated from the Property has been treated, and the treated soil has been placed as backfill in several areas consisting of 4.1 acres on the Property, as depicted on the attached Attachment C (the "Treated Soil Areas" or "TSAs"). Treated soil was placed above historic high ground water levels and was covered with a minimum of twelve inches of fill material to prevent direct contact risk. A Controlled Ground Water Use Area was issued by the Montana Division of Natural Resources (Decision 41H-114172) in 2001 pursuant to Section 85-2-506 and 505, MCA as amended (Attachment D), that currently restricts use of ground water beneath the Property for any purpose, except as provided in the Remedial Action or Work or as otherwise authorized by EPA and DEQ.

WHEREAS, Idaho Pole Company, EPA and DEQ agree that it is necessary and/or desirable to modify, restate and amend the NOIC to clarify and ensure that Idaho Pole Company, whether or not it is the owner of the Property or applicable portion thereof, shall reserve the right to, and will have, continued access to the Property (together with any other Respondents (if applicable), from time to time required or permitted to do or be responsible for the Remedial Action), to perform the Remedial Action and Work as now or hereafter required by or pursuant to the ROD or the Order and related documents in order to restrict the use of the Property to mitigate the unacceptable risk posed to the public health, safety, and welfare and the environment by imposing appropriate Institutional Controls on the Property, the purpose of which is to ensure the permanent preservation and maintenance of remedial structures, including the Treated Soil Areas cover, that are required to minimize potential for human exposure and/or protect the integrity of the remedy, and Idaho Pole Company's (and that of the other Respondents, as applicable) continued access to the Property to conduct and complete the Remedial Action and Work, notwithstanding any sale or other transfer of the Property or portions thereof by Idaho Pole Company;

WHEREAS, Idaho Pole, with the consent of DEQ and EPA, now desires to restate and supersede the NOIC in its entirety with respect to rights and obligations accruing thereunder from and after the Effective Date, and, accordingly, Idaho Pole desires to restrict certain uses and activities on the Property to mitigate a risk to the public health, safety, and welfare and the environment by imposing appropriate institutional controls on the Property as provided in these Institutional Controls, pursuant to Montana Code Annotated ("MCA") § 75-10-727;

NOW, THEREFORE, Idaho Pole Company, on behalf of itself, its successors and assigns, in consideration of the terms of agreement among Idaho Pole Company, EPA and DEQ, regarding the Idaho Pole Superfund Site, hereby agrees and declares through these Institutional Controls that the use of the Property shall hereinafter be subject to the following covenants and restrictions and each portion thereof until these covenants and restrictions are removed in whole or in part pursuant to the terms of these Institutional Controls; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Comprehensive Environmental Cleanup and Responsibility Act, as amended, Title 75, Chapter 10, Part 7 MCA ("CECRA"), including Section

75-10-727 MCA, and Title 85, Chapter 2, Part 5 MCA, including Sections 85-2-506 and 508, MCA (pertaining to Controlled Ground Water Areas):

1. These Institutional Controls (i) hereby restate and supersede the NOIC with respect to rights and obligations accruing from and after the Effective Date, and (ii) will run with the Property and bind all holders, owners, lessees, occupiers, and purchasers of the Property and any interest therein or portion thereof, and their respective successors and assigns with respect to the Property or portion or interest ("the Owner").

2. The following exhibits are attached to and made part of these Institutional Controls:

Attachment A - Depiction of Site

Attachment B -Description of the Property/Site

Attachment C - Treated Soils Areas or TSAs

Attachment D - Controlled Ground Water Use Area

3. RESTRICTIONS ON USE: The following covenants, conditions and restrictions apply to the use of the Property, run with the land, and are binding on the Owner:

- a. Restriction on Construction. No construction, other than surface paving, landscaping, curbs, light standards, traffic signs, foundations (and related above-ground structures), utilities and greenways, shall take place on the Treated Soil Areas, except as provided in the Remedial Action or as otherwise authorized in writing by EPA and DEQ.
- b. Residential Development or Use Prohibited. No residential development or residential use of the property is allowed, unless approved by EPA and DEQ. "Residential" includes, but is not limited to, permanent residential use; temporary residential use; limited residential use; short-term residential use; children's day care; mobile homes used for residential use (as contrasted to temporary on-site construction office or the like that is not used as a dwelling or for residential use) with or without footings; mobile home used for residential use (as contrasted to temporary on-site construction office or the like that is not used as a dwelling or for residential use) with or without a pad; and camping. It is Idaho Pole Company's intent that this limitation be construed as broadly as possible to prohibit any type of residential use whatsoever.
- c. Restriction on Excavation within the TSAs. No excavation deeper than 12 inches shall take place on the TSAs, unless authorized in writing by EPA and DEQ and conducted in compliance with the March 2011 Agency-approved Soil Management Plan that is in EPA's and MDEQ's site files for the Idaho Pole Superfund Site, or such other soils and groundwater management plan that may be approved by EPA and DEQ ("Soil Management Plan"). Owner shall maintain a protective cover of at least 12 inches of clean soil over the TSAs. A 12 inch gravel layer, gravel and asphalt overlay, or other cover that prevents erosion and which maintains the integrity of the remedy can be substituted for clean soil.

- d. Restriction on Excavation within Controlled Ground Water Area. In addition to the Restriction on Excavation within the TSAs, above, no excavation shall be allowed on the Property within Controlled Ground Water Area (Decision 41H-114172) where that excavation reaches saturated soil or groundwater, except where the Owner receives prior written approval from DEQ and EPA and meets the requirements of the Controlled Ground Water Area and the Soil Management Plan or except as otherwise authorized in writing by EPA and DEQ.
 - e. Restriction on Use of Ground Water. Ground water within the boundaries described by the Controlled Ground Water Area shall not be pumped, withdrawn, used, or developed for any purpose, except as provided in the Remedial Action or as otherwise authorized in writing by EPA and DEQ. If the Controlled Ground Water Area is amended to allow for wells on the Property, subject to Owner first obtaining the requisite prior authorizations from EPA and DEQ, Owner may be allowed to install and use one or more groundwater wells for the irrigation of landscaping features on the Property, to the extent permitted by such authorizations and otherwise in compliance with applicable law, including the Controlled Ground Water Area.
 - f. Protection of the Integrity of Remedial Action. No action shall be permitted, taken, authorized, or allowed that directly or indirectly interferes with, is inconsistent with, or hinders, delays, diminishes or frustrates the implementation, effectiveness, purposes, or integrity of the Remedial Action or operation and/or maintenance of the Remedial Action, including, but not limited to, access to and the operation and maintenance of ground water monitoring wells, injection and extraction wells, any equipment or infrastructure constructed or used for the Remedial Action, or any cap or other covering to prevent contact with residual contamination, except as otherwise authorized in writing by EPA and DEQ.
 - g. Reserved Rights of Owner. Owner hereby reserves unto itself, its successors and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions and rights granted or contemplated herein.
4. DEQ and EPA and their agents and all representatives and contractors of any person conducting DEQ or EPA-approved remedial actions on the Property will have the right to access the Property at all reasonable times. Nothing in this document limits or otherwise affects EPA or DEQ's rights of entry and access under state or federal law and to obtain information about the Property concerning response actions or remedial actions under CERCLA or the Comprehensive Environmental Cleanup and Responsibility Act, 75-10-701, *et seq.*, MCA, ("CECRA"). Owner shall comply with 42 U.S.C. § 9601(35), which defines the status and responsibilities of a purchaser who takes an interest in the Property by contract. Any forbearance, delay or omission to exercise rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver of such term or of any subsequent breach of the same or any other term, or of any of the rights under this instrument.

5. In addition to the Remediation Rights referenced below, Idaho Pole Company and its successors and assigns retain the right to enter or cause its agents to enter the Property at all reasonable times in order to inspect for violations of these Institutional Controls.
6. Any conveyance of the Property by Idaho Pole Company and successor Owners must clearly state that Idaho Pole Company will remain an intended beneficiary of these Institutional Controls. The conveyance must specify that the remedy of "specific performance" will be available to Idaho Pole Company for violations of these Institutional Controls. The conveyance must also specify that at all times after Idaho Pole Company conveys its interest in the Property and no matter what person or entity is in title to or in possession of the Property, in addition to its other rights, as described in these Institutional Controls, Idaho Pole Company (on behalf of itself and its contractors and agents) will retain the right to enter the Property in order to conduct the Remedial Action and Work and/or inspect for violations of the Institutional Controls contained herein.
7. Without limiting the access and other rights declared in favor of EPA, DEQ and all representatives and contractors of any person conducting DEQ or EPA-approved remedial actions on the Property, under this Section 7 or Sections 5 or 6, above, or otherwise, and notwithstanding any conveyance or transfer by Idaho Pole Company, of all or any interest in the Property or any portion thereof, in addition to those certain retained rights of entry and enforcement benefitting Idaho Pole Company set forth in these Institutional Controls, said Idaho Pole Company shall reserve to itself and its specifically designated successors and assigns with respect to such rights, rights substantially as follows (cumulatively "Remediation Rights"):
 - (a) The exclusive, right, privilege, right of way and easement to install, operate, maintain, add to, improve, replace, relocate, monitor, repair, decommission and remove those certain pump and treat facilities and other facilities for Site remediation in connection with the Remedial Action and/or Work ("Treatment Facilities"). These Treatment Facilities include, without limitation, the existing pump and treat building, extraction wells, infiltration wells, monitoring wells, extraction galleries, carbon towers, wires, pipes, casings, pumps, utility service, conduits, controls, treatment facilities and other facilities, as now or hereafter located on, under or over the Property. The Treatment Facilities also include as now or hereafter located or relocated, all replacements, additions and expansions thereof, and repairs thereto, and any additional wells and/or other facilities and improvements, now or hereafter required pursuant to the ROD, ESDs, the Order or any related Site Requirements, defined below, as such may now or hereafter be amended or superseded, whether or not related or similar to the current facilities;
 - (b) The exclusive right to take all other actions on, over, under and across the Property as may be required under any and all applicable laws, orders, rules, regulations and ordinances, including, but not limited to, the EPA/DEQ restrictions or requirements, including but not limited to, those set forth in the ROD, ESDs, future post-ROD change documents, Order, these Institutional Controls, and related agreements, plans, restrictions and covenants, as now or hereafter amended, and all applicable laws, including, without limitation, all restrictions, covenants, requirements and approvals issued or promulgated by the EPA or DEQ or any other governmental agency or authority, as now or hereafter

amended, and matters of record or otherwise affecting the Property ("Site Requirements"); and

- (c) Non-exclusive easements and rights of way for access over, across, through and under the Property for, and to and from, the respective Treatment Facilities and related areas and activities, and for power, communications and other utilities and related wires, lines and facilities necessary or desirable to support such Treatment Facilities, Remedial Action and Work.

The Remediation Rights shall run with the land and be binding upon each present and future Owner of the Property and each portion thereof for the benefit of Idaho Pole Company and its successors and assigns as designated from time to time as provided in this paragraph. Notwithstanding any transfer or conveyance of all or any interest of said Idaho Pole Company in or to any of the Property, no Remediation Rights or any right under these Institutional Controls to reserve any Remediation Rights or retained rights of entry or enforcement for the benefit of Idaho Pole Company will be deemed to be transferred, conveyed or held by any party other than said Idaho Pole Company, except to the extent such rights are hereafter expressly conveyed by said Idaho Pole Company (or its successor(s) acquiring such an interest from Idaho Pole Company pursuant to this paragraph) in writing expressly referring to and conveying the particular Remediation Rights or rights under these Institutional Controls. The conveyance must refer to these Institutional Controls to be assigned and, if applicable, the preceding reservation by Idaho Pole Company of its Remediation Rights and the extent reserved, and the conveyance must be recorded on the Property in the records of Gallatin County, Montana. In all events, before transferring any Remediation Rights or rights under these Institutional Controls to reserve such rights, Idaho Pole Company, or its approved successor, shall obtain all consents and approvals from EPA and DEQ required for such transfer.

8. Idaho Pole Company has agreed to enforce the requirements of these Institutional Controls and take prompt action to correct any violations of these Institutional Controls. Idaho Pole Company is entitled to enforce these Institutional Controls as an intended beneficiary thereof. None of these Institutional Control benefiting Idaho Pole Company may hereafter be amended, limited or waived except with the express prior written approval of Idaho Pole Company, EPA and DEQ. Owner specifically agrees that the remedy of "specific performance" of these Institutional Controls will be available to Idaho Pole Company in such proceedings. Idaho Pole Company must enforce the requirements of these Institutional Controls and take prompt action to correct any violations of these Institutional Controls. Owner must notify EPA, DEQ, and Idaho Pole Company within ten business days of Owner receiving actual notice of any violation or potential violation of these Institutional Controls.
9. DEQ and EPA are entitled to enforce these Institutional Controls as intended third-party beneficiaries thereof. Owner specifically agrees that the remedy of "specific performance" will be available to DEQ and EPA in such proceedings. Venue for enforcement of these Institutional Controls will be in the District Court of the First Judicial District. If there is federal court jurisdiction over EPA enforcement of this Institutional Control, venue will be according to current federal law.

10. Idaho Pole Company must cause these Institutional Controls and any EPA and DEQ-approved modifications to be recorded in the office of the Clerk and Recorder of Gallatin County, Montana. These Institutional Controls apply from and after the Effective Date in perpetuity until removed or modified in accordance with Section 15, below, and every subsequent instrument conveying an interest in all or any portion of the Property, including, but not limited to, deeds, leases and mortgages, must include a notice of the existence of these Institutional Controls and their recording reference. The notice must be in substantially this form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A RESTATED AND AMENDED INSTITUTIONAL CONTROLS ON REAL PROPERTY DATED _____, 2016 AND RECORDED IN THE PUBLIC LAND RECORDS OF GALLATIN COUNTY, MONTANA ON _____, 2016 IN BOOK _____/PAGE _____/DOCUMENT NO. _____. Dioxins, pentachlorophenol, and polycyclic aromatic hydrocarbons (PAHs) are present in the soil and/or groundwater on the Property above levels that allow for unrestricted use and unlimited exposure. Because of these contaminants, there are restrictions on excavation and construction, and use of the groundwater is prohibited. Disturbance of all remedial structures and groundwater monitoring wells is prohibited without prior written approval from DEQ and EPA. The full restrictions must be reviewed within the original Institutional Control as so recorded.

Within sixty (60) days of the date any such instrument or conveyance is executed, the Owner must provide EPA and DEQ with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference. Any conveyance of all or a portion of the Property must include a requirement to include the language in this paragraph in all future conveyances.

11. The Owner will notify DEQ and EPA of any proposed conveyance of all or a portion of the Property at least 30 days prior to any such conveyance. The Owner will provide notice to all potential purchasers by providing a copy of these Institutional Controls prior to the conveyance of all or a portion of the Property and must provide a copy of this notice to DEQ and EPA. Any conveyance by the Owner must require the future Owner to provide notice to all potential purchasers by providing a copy of these Institutional Controls prior to the conveyance of all or a portion of the Property and to provide a copy of the notice to DEQ and EPA.
12. The rights provided to DEQ and EPA in these Institutional Controls include any successor agencies of DEQ and EPA.
13. NOTICES: Notices to EPA and DEQ must either be served personally or sent by first class mail, postage prepaid, addressed as follows:

EPA: Superfund Branch Chief, Montana Operations Office
U.S. Environmental Protection Agency
10 W. 15th Street, Suite 3200
Baucus Federal Building
Helena, Montana 59626

DEQ: Bureau Chief, Federal Superfund Bureau
Montana Department of Environmental Quality
Attn: Idaho Pole Superfund Site
P.O. Box 200901
Helena, MT 59620-0901

Legal - Remediation Division
Montana Department of Environmental Quality
Attn: Idaho Pole Superfund Site
P.O. Box 200901
Helena, MT 59620-0901

or any subsequent address for EPA or DEQ submitted in writing by EPA or DEQ to the current Owner.

Notices to Idaho Pole Company must either be served personally or sent by first class mail, postage prepaid, addressed as follows:

Idaho Pole Company
Attn.: Gregory D. McFarland
5501 Pacific Highway East, Suite 2
Fife, Washington 98424
Tel: 253- 922-4902
Fax: 253-922-4916
Email: gregm@cdrmgt.com

or any subsequent address for Idaho Pole Company (or any applicable successor Owner) submitted in writing to EPA and DEQ by Idaho Pole Company or, as applicable, the current Owner, respectively.

14. The interpretation and performance of this instrument will be governed by the laws of the United States and the laws of the State of Montana.
15. These Institutional Controls were approved by DEQ under the provisions of Section 75-10-727, MCA, on August 3, 2016. These Institutional Controls will run with the land and be binding on all successors in interest to the Property until these Institutional Controls are removed or modified in accordance with CECRA (including Section 75-10-727 MCA), and recorded in the land records referenced in Section 10, above.

IN WITNESS WHEREOF, Idaho Pole Company has executed this Restated and Amended Declaration of Institutional Controls on Real Property effective as of the date written above.

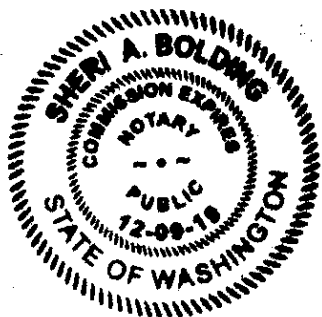
IDAHO POLE COMPANY

By: B. Cory McFarland
B. Cory McFarland, solely in his capacity as
President of Idaho Pole Company, and
 not his individual capacity

STATE OF WASHINGTON)
) ss:
 COUNTY OF PIERCE)

On August 4, 2016, appeared B. Cory McFarland McFarland, to me known to be the President of Idaho Pole Company, a Washington Corporation,, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that B. Cory McFarland was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: Sheri A. Bolding

Name (Print): Sheri A. Bolding

NOTARY PUBLIC in and for the State
 of Washington, residing at Pierce County
 My appointment expires: 12/09/2019



ATTACHMENT A

Attachment B

Site Legal Description

The Idaho Pole site is located near the northern limits of Bozeman, Montana in the east half of Section 6 and the west half of Section 5, Township 2S, Range 6E of Gallatin County.

Individual legal lot descriptions are:

Northern Pacific ADD, S05, T02 S, R06 E, All BLK 70 PT of Blocks 73 & 83, Plus VAC St & Alleys.

NP-BOZ PT BLK 87 S of Highway SEC 6 2S, 6E, COS 21

Northern Pacific ADD, S06,T02 S,R06 E, Lots 1-9 BLK 86 APP 142' X 225'

S06,T02 S, R06 E, PT Tract A SE4 & SW4, 22.1 AC COS 1876

Northern Pacific addition, SO,T02 S, R06 E, PT BLK 88 all BLKS 89-90

S05,T02 S - R06 E, Tract J in SW 4NW4 SEC 5 2S 6E 6.5A TR in SE COR SE 4NE4 SECT 6 2S 6E

S05, T02 S, R06 E, SW 4NW4 W of Rd & E of River Sec 5 2S 6E 9AC

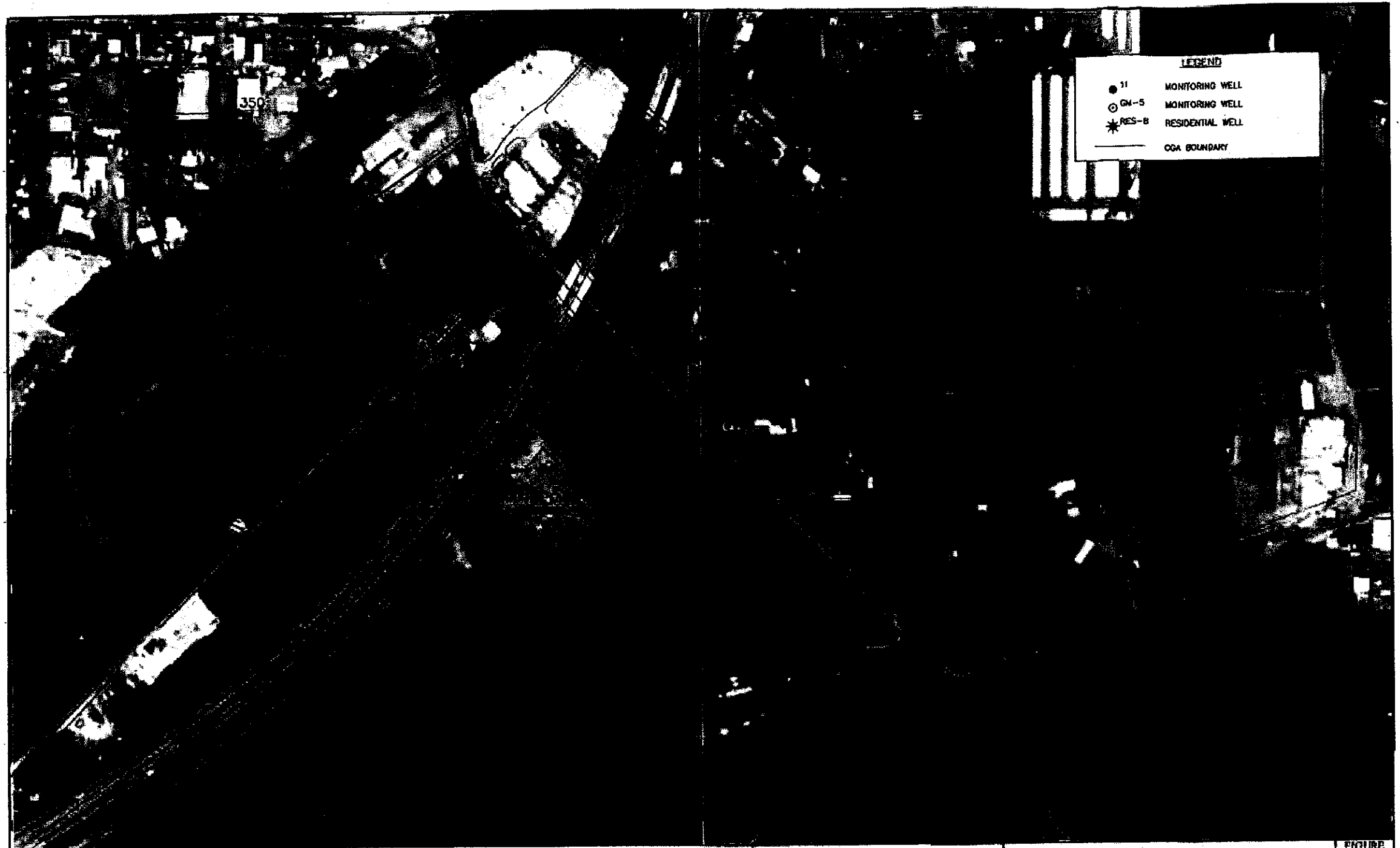
POINT ID	NORTHING	EASTING
1	619,348.8724	1,610,808.5488
2	619,267.5177	1,610,669.8390
3	619,407.3325	1,610,773.7795
4	619,492.5660	1,610,810.8340
5	619,551.7154	1,610,776.3280
6	619,276.5910	1,610,688.4712
7	619,304.6729	1,610,797.6941
8	619,237.9787	1,610,857.9884
9	619,301.5612	1,610,917.8785
10	619,417.6764	1,610,994.1785
11	619,488.5986	1,610,991.3477
12	619,594.6918	1,610,939.0252
13	619,621.2029	1,610,868.7594
14	619,480.1838	1,610,841.9567
15	619,568.2464	1,610,992.8069
16	619,545.5523	1,611,068.1824
17	619,648.9643	1,611,102.4004
18	619,677.6461	1,611,028.7031
19	619,622.8936	1,610,961.3254
20	619,657.2697	1,610,992.8696
21	619,688.8695	1,611,015.1033
22	619,745.0492	1,610,987.2036
23	619,741.9957	1,610,929.9581
24	619,699.3410	1,610,909.8977
25	619,671.6836	1,610,948.6988
26	619,654.3461	1,610,936.1248
27	619,589.3355	1,610,923.7723
28	619,617.6786	1,610,936.2733
29	619,680.9034	1,610,906.0073
30	619,669.5978	1,610,890.8285
31	619,837.9805	1,611,140.6035
32	619,888.8314	1,611,203.7767
33	619,957.4897	1,611,224.1318
34	620,134.2030	1,611,107.1577
35	620,107.2854	1,610,881.2063
36	620,024.6120	1,611,019.1541
37	619,977.2467	1,611,111.6911
38	619,960.6002	1,611,052.9842
39	619,916.1782	1,611,024.8397
40	619,847.4836	1,611,067.3356

BOUNDARY OF TREATED LTU SOIL
SOIL MANAGEMENT AREA

SOIL MANAGEMENT PLAN
IDAHO POLE COMPANY SITE
BOZEMAN, MONTANA

SOIL MANAGEMENT AREA

FIGURE
3



ATTACHMENT D